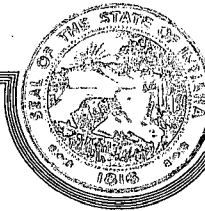


# STATE - INDIANA

## DIVISION OF STATE COURT ADMINISTRATION



## SUPREME COURT

RANDALL T. SHEPARD, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR  
DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET SUITE 500  
INDIANAPOLIS, IN 46204-3568  
(317) 232-2542  
FAX (317) 233-6586  
[www.IN.gov/judiciary](http://www.IN.gov/judiciary)

December 22, 2009

Mr. Nicholas O. Blasio  
National Legal Index.com  
919 S. Harrison Street, Suite 250  
Fort Wayne, Indiana 46802

Dear Mr. Blasio:

Your request to obtain bulk distribution of data from Indiana trial courts has been approved by the Division of State Court Administration pursuant to Administrative Rule 9(F), subject to the terms of the User Agreement for Bulk Distribution of Data. At this time, the Division has only approved the release of bulk records that are otherwise available to the public. As explained in the User Agreement, the execution of the agreement and approval by the Division do not create any mandatory obligation on the part of any county or Court to provide bulk distribution of court records. Further, this approval does not include approval of bulk distribution of Odyssey data.

An executed copy of your user agreement is enclosed. This agreement will expire on January 31, 2010. Also enclosed is a distribution receipt form that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records. If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "James R. Walker".

James R. Walker  
Director of Trial Court Management

# **Indiana Supreme Court Division of State Court Administration**

## **USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9**

The Indiana Supreme Court through its Division of State Court Administration ("Division") and National Legal Index ("Requesting Party") hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### **Recitals**

- A. Pursuant to Rule 9(F)(2), the Division is responsible for approving all requests for bulk distribution of Data or Compiled Information by Indiana Courts.
- B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.
- E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a county simply by the approval of this user agreement by the Division.
- F. The Requesting Party will be required to pay reasonable costs incurred by the Division or by the responding Court/Clerk in responding to the request for bulk distribution.
- G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

### **Agreement**

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:

- A. "Administrative Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of

Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

- B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form if possible, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
  - E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.
  - G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
  - H. "Court Records" means both Case Records and Administrative Records.
  - I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.
  - J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.
  - K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).
  - L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to counties shall be made.
2. **Grant.** Subject to permission from the counties or Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such counties or Courts the Court Records specifically identified below for the Requesting Party's use in accordance with the terms and conditions contained herein.

Adams County  
Allen County  
Bartholomew County  
Benton County  
Blackford County  
Boone County  
Brown County  
Carroll County  
Cass County  
Clark County  
Clay County  
Clinton County  
Crawford County  
Daviess County  
Dearborn County  
Decatur County  
DeKalb County  
Delaware County  
Dubois County  
Elkhart County  
Fayette County  
Floyd County  
Fountain County  
Franklin County  
Fulton County  
Gibson County  
Grant County  
Greene County  
Hamilton County  
Hancock County  
Harrison County  
Hendricks County  
Henry County  
Howard County  
Huntington County  
Jackson County  
Jasper County  
Jay County  
Jefferson County  
Jennings County

Johnson County  
Knox County  
Kosciusko County  
LaGrange County  
Lake County  
LaPorte County  
Lawrence County  
Madison County  
Marion County  
Marshall County  
Martin County  
Miami County  
Monroe County  
Montgomery County  
Morgan County  
Newton County  
Noble County  
Ohio County  
Orange County  
Owen County  
Parke County  
Perry County  
Pike County  
Porter County  
Posey County  
Pulaski County  
Putnam County  
Randolph County  
Ripley County  
Rush County  
Scott County  
Shelby County  
Spencer County  
St. Joseph County  
Starke County  
Steuben County  
Sullivan County  
Switzerland County  
Tippecanoe County  
Tipton County

Union County  
Vanderburgh County  
Vermillion County  
Vigo County  
Wabash County  
Warren County  
Warrick County  
Washington County  
Wayne County  
Wells County  
White County  
Whitley County

Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any county or Court to provide Court Records to the requesting Party. Pursuant to Administrative Rule 9(F), the counties or Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Counties and Courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for providing the Court Records to the Requesting Party.

**A. Court Records sought:**

Superior & Circuit Courts

**B. Requested Counties:**

See the attached list

3. **Rights and Interests.** All rights, title and interests in and to the Court Records including all intellectual property rights therein shall remain with the counties or Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records provided to the Requesting Party as a result of this Agreement. All rights, title and interests in materials created by or for Requesting Party for use in connection with the Court Records including all intellectual property rights therein shall be owned by the Division and the Requesting Party hereby assigns such rights, title and interests to the Division. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.
5. **Restrictions on Use of Data.**
  - A. **Compliance With Authorities.** The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.
  - B. **Resale of Data.** Except as set forth in Section 6, the Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case

Record as part of a service provided by Requesting Party. The Requesting Party shall not reconfigure the Court Records for subsequent bulk distributions.

- C. **Policies for dissemination of Data.** The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the County Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.
6. **Bulk Transfer to Third Parties.** If the Requesting Party has submitted a request to transfer bulk Data or Compiled Information to third parties as part of the Request attached hereto as Exhibit C and such request has been approved by the Division as part of the Approval Letter attached hereto as Exhibit D, then the Requesting Party may transfer the bulk Data and Compiled Information it is authorized to receive under this Agreement to such third party subject to the terms of this Agreement. The Requesting Party shall supplement its Request in Exhibit C with a copy of any Agreement entered into with the third party subject to the execution of this Agreement. The Requesting Party may not transfer bulk Data or Compiled Information to any third party who has not signed a User Agreement with the Division. The Requesting Party may not charge the third party any more than the amount for time and material set forth in Exhibit C.
7. **Reporting Requirement.** Within thirty (30) days after the Requesting Party has received the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, attached hereto as Exhibit E (Form TCM-AR9(F)-3).
8. **Disclosure Requirements.** The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information.*

*The user should verify the information by personally consulting the official record maintained by the court in question.*

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.
  - A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
  - B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.
  - C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.
10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement is provided "As Is". The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**
11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:
  - A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use by the Requesting Party or any of its subscribers, authors, clients or other third parties of the Court Records or Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

- C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.
12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party or any of its subscribers, customers, clients or third parties.
13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
14. **Termination and Renewal.**
- A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.
- B. **Renewal.** This agreement expires on January 31, 2010, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after January 1, 2010. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at [www.in.gov/judiciary/admin/forms/admin/index.html](http://www.in.gov/judiciary/admin/forms/admin/index.html).
- C. **Termination for Cause.** The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party or any third party to whom the Requesting Party has transferred bulk Data or Compiled Information and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
- D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.
- E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

- F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as Exhibit A;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;
- C. The original Request provided to the Division from the Requesting Party as Exhibit C; and
- D. The approval letter provided to the Requesting Party from the Division as Exhibit D.
- E. The Distribution Receipt Forms (Form TCM-AR9(F)-3).

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 15th day of September, 2009.

Requesting Party

By: 

Division

By: 

Printed: Nicholas O Blasio, MBA, CPA Lilia Judson

Title: President

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: Sept 15, 2009

Date: 12/22/09

Indiana Supreme Court, Division of State Court Administration  
User Agreement for Bulk Distribution of Data or Compiled Information

Paragraph: 15

Exhibit A: There is no other entity or third party affiliated with our organization  
**National Legal Index.com**

**Exhibit B:**

**1. Terms of Service and User Agreement**

Use of the National Legal Index (herein "National Legal Index.com ") system (herein "National Legal Index Services") is conditioned on the acceptance of the following terms and conditions. Use of the National Legal Index.com Services constitutes agreement and acceptance of these terms and conditions:

**Limitations on use**

The User acknowledges that the User has no right, title and interest under applicable contractual, copyright and related laws in the databases and materials made available through the National Legal Index.com Services. In compliance with applicable law, the User shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that the User receives from the National Legal Index.com Services, except as reasonably related to the legitimate purposes for which the information is requested. User shall not to use any data obtained through the use of the National Legal Index.com Services for consumer credit purposes, consumer insurance underwriting, employment purposes, or tenant screening purposes in violation of state or federal law.

**Compliant with applicable laws**

Compliant with applicable laws: The User shall at all times use the National Legal Index.com Services and the information or data obtained from it in compliance with all applicable federal, state and local laws, statutes, rules, regulations and ordinances, including but not limited to federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) and the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) (Collectively, "Applicable Law").

**System performance**

National Legal Index.com will use reasonable efforts to provide access to its systems, and to update, augment and maintain its compilation of information gathered from selected public records and other sources. All information is provided "as is." The National Legal Index.com Services may be unavailable for certain periods of time. Neither National Legal Index.com nor any third party information provider shall have any liability of any type or kind for unavailability of National Legal Index.com Services, or any failure to provide advance notice of such unavailability. The data included in the National Legal Index.com Services is obtained from publicly available information or from various other sources. In the event any types of data become unavailable, the National Legal Index.com Services accordingly may eliminate such types of data. The User acknowledges that the information and records provided through

Indiana Supreme Court, Division of State Court Administration  
User Agreement for Bulk Distribution of Data or Compiled Information

the National Legal Index.com Services are not official public records. User is advised to take note of the "as of" date for information provided through the National Legal Index.com Services.

**Modification in services**

National Legal Index.com reserves the right at any time and without prior notice to User to change National Legal Index.com Service's hours of operation or to limit User's access to the National Legal Index.com Services in order to perform repairs, make modifications or as a result of circumstances beyond National Legal Index.com's control. National Legal Index.com may add or withdraw products or services to or from National Legal Index.com Services from time to time or change prices for products or services.

**2. Privacy Policy and Public Access**

All use of the National Legal Index.com Services is subject to the National Legal Index.com Privacy Policy as set forth on National Legal Index.com Services, and amended from time to time.

**Hostile activities prohibited**

Users agree to refrain from using the National Legal Index.com Services for any activity which adversely affects the ability of other people or systems to use the National Legal Index.com Services or the Internet. This includes "denial of service" attacks against National Legal Index.com Services, another network host or an individual user. A User may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network to use National Legal Index.com Services in an illegal or inappropriate manner. User shall not access, attempt to access, or permit third parties to access information through National Legal Index.com Services that is not available to the public because of any state or federal law.

**Negation of liability/warranty**

NEITHER NATIONAL LEGAL INDEX.COM NOR THIRD PARTIES PROVIDING INFORMATION THROUGH NATIONAL LEGAL INDEX.COM SERVICES SHALL BE LIABLE TO USER OR TO ANY PERSON CLAIMING THROUGH USER OR TO WHOM USER MAY HAVE PROVIDED DATA FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY NATIONAL LEGAL INDEX.COM OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING INFORMATION THROUGH THE NATIONAL LEGAL INDEX.COM SERVICES OR IN OTHERWISE PERFORMING UNDER THIS AGREEMENT. NATIONAL LEGAL INDEX.COM AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. NATIONAL LEGAL INDEX.COM AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE NATIONAL LEGAL INDEX.COM SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL NATIONAL LEGAL INDEX.COM OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY THE USER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF. NEITHER NATIONAL LEGAL

Indiana Supreme Court, Division of State Court Administration  
User Agreement for Bulk Distribution of Data or Compiled Information

INDEX.COM NOR THIRD PARTIES PROVIDING INFORMATION THROUGH NATIONAL LEGAL INDEX.COM SERVICES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, DAMAGES TO OTHER GOODS OR EQUIPMENT, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF CUSTOMERS OR CLIENTS OF USER FOR SUCH COSTS, IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICES, INFORMATION, OR THE FAILURE OF NEITHER NATIONAL LEGAL INDEX.COM NOR THIRD PARTIES PROVIDING INFORMATION THROUGH NATIONAL LEGAL INDEX.COM SERVICES TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF NEITHER NATIONAL LEGAL INDEX.COM NOR THIRD PARTIES PROVIDING INFORMATION THROUGH NATIONAL LEGAL INDEX.COM SERVICES.

**Indemnification**

The User hereby agrees to protect, indemnify, defend and hold harmless National Legal Index.com and all third parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to use of information by the User (or any third party receiving such information from or through the User) furnished by or through the National Legal Index.com Services to the extent such costs, claims, demands, damages, losses or liabilities (including actual attorneys' fees) do not result from the grossly negligent acts or omissions of National Legal Index.com or third parties.

**Agreement in its entirety**

This Agreement sets forth the entire understanding and agreement between National Legal Index.com and the User regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of third party services may be governed by terms and conditions different than or in addition to those herein. By use of the National Legal Index.com Services, the User agrees to, and shall comply with, such different and/or additional changes to this Agreement as National Legal Index.com shall make from time to time by notice to the User on-line. This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

*Registered Users:* By registering with National Legal Index.com Services, you will be able to access greater amounts of information in the public record including details regarding cases and all parties involved.

1. *Additional questions?* Feel free to contact us at any time and we'll answer any additional questions you may have. Our email address is [nblasio@abrahamblasio.com](mailto:nblasio@abrahamblasio.com)

## Request for Bulk Data/Compiled Information

STATE OF INDIANA  
IN THE \_\_\_\_\_ COURT  
CASE NUMBER \_\_\_\_\_

**REQUEST FOR RELEASE OF  
BULK DATA/COMPILED INFORMATION  
(NOT EXCLUDED FROM PUBLIC ACCESS)**

To the Executive Director of State Court Administration:

Pursuant to Administrative Rule 9(F)(3) this request for release of bulk data/compiled information that does not contain information excluded from public access pursuant to Administrative Rule 9(G) or (H) is submitted:

I. **Identity of Applicant:** Nicholas O. Blasio, MBA, CPA  
National Legal Index.com  
**Address:** 919 S. Harrison St, Ste 250  
Fort Wayne, IN 46802  
**Telephone:** 260 467-1444  
**E-Mail** nblasio@abrahamblasio.com

## II. Identification of Bulk Data/Compiled Information sought:

(specify and describe the records sought and the compiler or location)

## Closed Criminal cases

### III. Identification of Court(s) Exercising Jurisdiction Over the Records:

**(List the Court(s))**

## Superior & Circuit Courts

**IV. Purpose for Request: Is release consistent with the purposes of Administrative Rule 9? Are resources available to prepare the information? Is fulfilling the request an appropriate use of public resources?**

**(Set forth reason)**

---

**V. Attach a copy of each permission from a Court or County to obtain bulk distribution of Data or Compiled Information that has already been issued.**

NONE

---

**VI. Attach a copy of each Agreement Applicant has entered into with each Court or County listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.**

NONE

---

**VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to applicant by each Court and county listed in Section III.**

Semi-Annually

---

**VIII. Describe the resources available to prepare the information.**

Data Entry Clerks & IT Professional (Programmers)

---

**IX. Describe how fulfilling the request is an appropriate use of public resources.**

Public education on legal processes

---

**X. Applicant is (is not) willing to pay the reasonable cost of responding to this request. If not, why?**

YES

---

**XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?**

NO

---

**XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:**

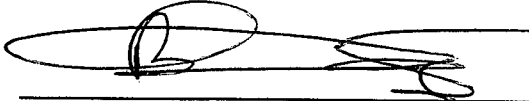
- A. the name of the third party or parties;**
- B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;**
- C. the frequency with which charges will be incurred; and,**

D. the frequency of the transfer of data and information to the third party.

E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.

---

By signing this request, I represent that I am authorized to do so on behalf of Applicant.



Signature

Nicholas O. Blasio, MBA, CPA  
Printed Name

President  
Title

September 15, 2009  
Date

Indiana Supreme Court, Division of State Court Administration  
Request for Bulk Data/Compiled Information

IV. Purpose for Request:

The mission of National Legal Index is very much aligned with the purposes of Administrative Rule 9. We strive to balance the American principles of transparent government with a reasonable expectation of privacy for individuals. We also believe that any provider of public access to information must keep information current and advise users of the timeliness of information. That is why we are seeking semi-annual data feed that both allows timely updates and facilitates swift response to redaction of records. In addition to these general principles, National Legal Index use of court information is consistent with the specific purposes of Administrative Rule 9 as set forth below. (Italicized phrases denote correspondence to the purposes listed in Administrative Rule 9 (A) (2), sections (a) through (k).

National Legal Index provides a web-based service available to any person or organization seeking information regarding county court records in Indiana. As such, the operation of the National Legal Index service promotes accessibility to criminal court records.

Most users of the National Legal Index system are general public and professionals who interact with the courts regularly. The National Legal Index system provides access to closed criminal court information thus freeing court staff from routine information requests of closed cases. The National Legal Index system allows courts to focus on judicial matters, thus supporting the role of the judiciary.

By providing the public with unfettered access to court information, the National Legal Index system promotes government accountability.

By providing easy access to records related to perpetrators of violent crime in a statewide context, the National Legal Index system provides a tool chronologically map various charges make easily accessible that may be used by the courts or any individual to easily identify those individuals with a tendency to repeat violent offenses, thus contributing to public safety.

By complying strictly with all of the particulars of Administrative Rule 9 regulations pertaining to removal of information that may tend to identify victims or witnesses in criminal cases, the National Legal Index service also minimizes the risk of injury to this vulnerable group.

As noted above, National Legal Index is not requesting any information excluded from public access. Further, National Legal Index makes a reasonable effort to screen out similar information, if received, for records created prior to 2005, thus providing further protection of individual privacy rights and interests and protecting proprietary business information.

In addition to thorough compliance with all rules intended to protect reasonable privacy rights, the National Legal Index service allows individuals and organizations to readily access appropriate public information thus removing one barrier to interaction with the courts and minimizing reluctance to use the court system.

Indiana Supreme Court, Division of State Court Administration  
Request for Bulk Data/Compiled Information

The National Legal Index service reduces the number of routine inquiries for court information while allowing court staff to quickly access court information from other counties when it is needed. These features help county courts make the most effective use of court and clerk of court staff.

By freeing court staff from routine inquiries and facilitating communication between courts and professionals who regularly interact with the courts, the National Legal Index service allows court staff to focus on individuals with unique needs, thus allowing them to provide excellent customer service.